

**CITY OF SAN DIEGO
CONSENT TO ASSIGNMENT AGREEMENT**

THIS CONSENT TO ASSIGNMENT AGREEMENT ("Consent") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and AMERICAN TOWERS, INC., a Delaware corporation (California Secretary of State Corporation No. C1990232, "AMERICAN CORPORATION"), to be effective as of the date of execution by CITY (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney, as follows:

RECITALS

- A. AMERICAN TOWER, L.P., a Delaware limited partnership ("AMERICAN PARTNERSHIP"), as lessee, and CITY, as lessor, are parties to that certain CITY OF SAN DIEGO LEASE AGREEMENT (the "Lease") by and between CITY and AMERICAN PARTNERSHIP and filed in the Office of the San Diego City Clerk on December 5, 2005, as Document No. RR-301101, under which AMERICAN PARTNERSHIP leased from CITY that certain real property commonly known as a portion of "Mount Woodson."
- B. AMERICAN PARTNERSHIP assigned its rights and obligations under the Lease to AMERICAN CORPORATION pursuant to that certain CALIFORNIA ASSIGNMENT AND ASSUMPTION OF LEASE, Mt. Woodson, CA – 8009,8636, 8064, 8136, 8137, 8138 (the "Assignment") dated November 19, 2007, by and between AMERICAN PARTNERSHIP and AMERICAN CORPORATION.
- C. Lease section 4.2, Assignment, Subletting and Licensing, requires that an assignment of the Lease must have the prior written consent of CITY'S City Manager (currently deemed to mean "the Mayor or his or her designee," pursuant to Article XV of the San Diego City Charter).
- D. AMERICAN CORPORATION has requested CITY'S consent to the Assignment.
- E. Under the terms and conditions of this Consent, CITY will consent to the Assignment.

IN WITNESS WHEREOF, for valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Subordination. The Assignment is and shall be subordinate to the Lease. CITY shall not be bound by any term or condition in the Assignment which in any way conflicts with CITY'S rights or increases CITY'S obligations under the Lease. Any conflict between the Lease and the Assignment shall be construed or resolved in favor of the Lease.
- 2. Subsequent Assignment. This Consent shall not constitute consent to any subsequent assignment.
- 3. No Prior Assignments. AMERICAN CORPORATION represents and warrants that prior to the Assignment no right or obligation under the Lease has been assigned, transferred, or

purported to have been assigned or transferred, in any manner. AMERICAN CORPORATION further represents and warrants that it has not granted to any person or legal entity any right to either acquire AMERICAN CORPORATION'S leasehold interest or otherwise assume AMERICAN CORPORATION'S rights and obligations under the Lease. AMERICAN CORPORATION shall protect, defend, indemnify, and hold CITY harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including without limitation injury to AMERICAN CORPORATION'S officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with any person or legal entity other than AMERICAN PARTNERSHIP or AMERICAN CORPORATION claiming to hold any right to or under the Lease, and all expenses of investigating and defending against same, including without limitation attorney fees and costs. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, AMERICAN CORPORATION shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.

4. Brokerage Commission. CITY shall not be liable for any brokerage commission or finder's fee in connection with the Assignment or this Consent. AMERICAN CORPORATION shall protect, defend, indemnify, and hold CITY harmless from and against any claim by any person purporting to represent AMERICAN PARTNERSHIP or AMERICAN CORPORATION for any brokerage commission or finder's fee related to the Assignment or this Consent, and from and against any cost or expense, including without limitation attorney fees, incurred by CITY in resisting any claim for any such brokerage commission or finder's fee. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, AMERICAN CORPORATION shall pay all of the costs related thereto, including without limitation attorney fees and costs.
5. CITY'S Consent, Discretion. Whenever required under this Consent, CITY'S consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his designee ("Mayor"), unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.

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6. Notices. Notices shall be given as provided in the Lease. Notices shall be addressed as follows:

If to AMERICAN CORPORATION:

AMERICAN TOWERS, INC.
10 Presidential Way
Woburn, MA 01801
Attention: Land Management

With a copy by First Class Mail to: AMERICAN TOWERS, INC.
116 Huntington Avenue
Boston, MA 02116

If to CITY:

THE CITY OF SAN DIEGO
Real Estate Assets Department
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101-4199

With a copy by First Class Mail to: San Diego City Attorney
Attn: Real Property Section
1200 Third Avenue, Suite 1100
San Diego, California 92101-4106

7. Waiver. CITY'S failure to insist upon the strict performance of any of AMERICAN CORPORATION'S obligations under this Consent, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the Lease premises is CITY-owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to discover a breach of any obligation of this Consent or take prompt action to require the correction of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the correction of any such breach when discovered.
8. Written Agreement. This Consent contains the complete expression of the agreement between the parties, and there are no promises, representations, agreements, warranties or inducements, either expressed orally or implied, except as set forth herein. No term or condition of this Consent may be changed in any respect except by written agreement between the parties.
9. Partial Invalidity. If any term, covenant, condition, or provision of this Consent is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

10. Governing Law. This Consent shall be governed, construed, and enforced in accordance with the laws of the State of California.
11. Legal Proceedings. In the event of any controversy, claim, or dispute relating to this Consent, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation attorney fees and costs. The “prevailing party” shall be the party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.
12. Assumption. Subject to the terms and conditions of this Consent and the Assignment, AMERICAN CORPORATION hereby assumes all of the rights and obligations of the “LESSEE” under the Lease.
13. Authority. Each individual executing this Consent on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Consent on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity’s articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Consent is binding upon such person or entity in accordance with its terms. Each person executing this Consent on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

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14. Consent. Subject to the terms and conditions of this Consent, CITY hereby consents to the Assignment and AMERICAN CORPORATION'S assumption of the "LESSEE'S" rights and obligations under the Lease.

IN WITNESS WHEREOF, this Consent is executed to be effective as of the Effective Date.

Date: 12/26/07

AMERICAN TOWERS, INC., a Delaware corporation

BY: [Signature]

Name: Jason S. Hirsch

Title: Vice President, Land Management

Date: 1/3/08

THE CITY OF SAN DIEGO, a California municipal corporation

BY: [Signature]

Name: James P. Barwick, CCIM

Title: Director, Real Estate Assets

APPROVED AS TO FORM AND LEGALITY:

Date: 1/3/08

MICHAEL J. AGUIRRE, City Attorney

BY: [Signature]

Name: Brock Ladewig

Title: CHIEF DEPUTY CITY ATTORNEY

**ASSIGNMENT AND ASSUMPTION OF LAND LEASE and TENANT
LEASE AGREEMENTS**

THIS ASSIGNMENT AND ASSUMPTION OF LAND LEASE and TENANT LEASE AGREEMENTS is made as of the 31st day of December, 2002, by and between, ATC LP, Inc., whose place of business is located at 116 Huntington Avenue, Boston, MA 02116 ("Assignor") and ATC Operating, Inc., whose place of business is located at 116 Huntington Avenue, Boston, MA 02116 ("Assignee").

WITNESSETH

WHEREAS, Assignor is party to certain Land Leases and Tenant Leases ("Leases") descriptions of which are attached hereto as Exhibit A and Exhibit B respectively; and

WHEREAS, Assignor desires to assign to Assignee all of the Assignor's rights, title and interests to the leased premises and assign all obligations under the Leases; and

WHEREAS, the Assignee desires to acquire all of the Assignor's rights, title and interests to the leased premises and assume all obligations under the Leases; and

WHEREAS, under the terms of certain of the Leases, such assignments are expressly contingent upon the Landlord's executing its consent of said assignment;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound thereby, do hereby covenant and agree as follows:

1. Assignor hereby assigns to Assignee and Assignee hereby assumes, as of the date first written above, all of the Assignor's right, title and interest in, to and under the Leases.
2. Assignee hereby assumes and undertakes to pay, satisfy and discharge all of the obligations of Assignor in, to and under the Leases arising or accruing on and after the date first written above. Assignee further agrees to comply with and be bound by all of the covenants, conditions, provisions, commitments, terms, obligations and agreements specified in the Leases to be kept and performed on the part of the Assignor on and after the date first written above.
3. The Assignment and Assumption of any particular Lease as described in the attached Exhibits A and B is expressly contingent upon Assignor obtaining the consent, if necessary, of the Landlord or Tenant.

4. This Assignment and Assumption of Land and Tenant Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as of the 3rd day of DECEMBER, 2002.

AMERICAN TOWER L.P.

By: ATC GP Inc., its sole General Partner

By: [Signature]

Name: JUSTIN D. BONNARSA

Title: SENIOR VICE PRESIDENT

AMERICAN TOWERS, INC.

By: [Signature]

Name: JUSTIN D. BONNARSA

Title: SENIOR VICE PRESIDENT

EXHIBIT A

Land Leases

See attached.

446 00008137	WOODSON, MT #1 T3	TOWER	Ramona	CA
447 00008138	WOODSON, MT #1 T4	TOWER	RAMONA	CA
448 00008149	HAUSER MOUNTAIN, T2	TOWER	Acton	CA
449 00008150	HAUSER MOUNTAIN, T3	TOWER	Acton	CA
450 00008151	HAUSER MOUNTAIN, T4	TOWER	Acton	CA
451 00008154	RED MOUNTAIN T2	TOWER	Ventura	CA
452 00008173	SUNSET RIDGE T2	TOWER	Valyermo	CA
453 00008174	SUNSET RIDGE T3	TOWER	Valyermo	CA
454 00008175	SUNSET RIDGE T4	TOWER	Valyermo	CA
455 00008179	TAMALPAIS, MT, T2	TOWER	SAN RAFAEL	CA
456 00008180	TAMALPAIS, MT, T3	TOWER	SAN RAFAEL	CA
457 00008181	TAMALPAIS, MT, T4	TOWER	Fairfax	CA
458 00008182	TAMALPAIS, MT, T5	TOWER	Fairfax	CA
459 00008183	TAMALPAIS, MT, T6	TOWER	Fairfax	CA
460 00008184	TAMALPAIS, MT, T7	TOWER	Fairfax	CA
461 00008185	TAMALPAIS, MT, T8	TOWER	Fairfax	CA
462 00008186	TAMALPAIS, MT, T9	TOWER	Fairfax	CA
463 00008187	MONTARA PEAK #2, T2	TOWER	Moss Beach	CA
464 00008188	MONTARA PEAK #2, T3	TOWER	Moss Beach	CA
465 00008190	BLOOMER HILL T2	TOWER	Berry Creek	CA
466 00008191	LOOP CANYON T2	TOWER	Newhall	CA
467 00008192	OAT MOUNTAIN #2, T2	TOWER	Chatsworth	CA
468 00008200	ALPINE BUTTE	TOWER	PALMDALE	CA
469 00008201	BAILEY PEAK	TOWER	CRESTLINE	CA
470 00008202	CALL MOUNTAIN	TOWER	PINNACLES	CA
471 00008210	AWBREY BUTTE	TOWER	BEND	OR
472 00008211	BALD PEAK #1	TOWER	NEWBERG	OR
473 00008213	BALD PEAK WEST #2	TOWER	HILLSBORO	OR
474 00008214	BUCK MOUNTAIN	TOWER	EUGENE	OR
475 00008215	DEL NORTE HILL	TOWER	TACOMA	WA
476 00008216	EAST TIGER MOUNTAIN	TOWER	ISSAQUAH	WA
477 00008217	EOLA HILLS	TOWER	SALEM	OR
478 00008218	GRIZZLY MOUNTAIN	TOWER	PRINEVILLE	OR
479 00008219	HALLS RIDGE	TOWER	DETROIT	OR
480 00008220	HEALY HEIGHTS	TOWER	PORTLAND	OR
481 00008221	SCOTT, MT	TOWER	PORTLAND	OR
482 00008222	PETERSON BUTTE OR1	TOWER	ALBANY/LEBANON	OR
483 00008223	RAINIER HILL	TOWER	RAINIER	OR
484 00008224	SPUD MOUNTAIN	TOWER	CAMAS	WA
485 00008225	WENATCHEE	TOWER	ELLENSBURG	WA
486 00008226	MINI STORAGE OR	TOWER	PORTLAND	OR
487 00008230	LOPES MOUNTAIN	TOWER	BENICIA	CA
488 00008231	OATMAN	TOWER	KINGMAN	AZ
489 00008232	SAN MARCOS MOUNTAIN T1	TOWER	VISTA	CA
490 00008233	LAKE SAN MARCOS PEAK	TOWER	SAN MARCOS	CA
491 00008234	KEARNY MESA TOWER	TOWER	SAN MARCOS	CA
492 00008235	SHAW BUTTE AZ1	TOWER	PHOENIX	AZ
493 00008237	GRIZZLY PEAK	TOWER	BERKELEY	CA
494 00008238	MICROWAVE HILL	TOWER	Orinda	CA
495 00008239	ROCKY RIDGE	TOWER	ALAMO	CA
496 00008240	ROUND TOP T1	TOWER	MORAGA	CA
497 00008241	ROUND TOP, T2	TOWER	MORAGA	CA
498 00008242	SAN BRUNO MOUNTAIN (TOWER 1)	TOWER	DALY CITY	CA
499 00008243	SAN BRUNO MOUNTAIN (TOWER 2)	TOWER	DALY CITY	CA
500 00008244	SAN BRUNO MOUNTAIN (TOWER 3)	TOWER	DALY CITY	CA
501 00008245	SAN BRUNO MOUNTAIN (TOWER 4)	TOWER	DALY CITY	CA
502 00008246	SAN BRUNO MOUNTAIN (TOWER 5)	TOWER	DALY CITY	CA
503 00008247	SAN BRUNO MOUNTAIN (TOWER 6)	TOWER	DALY CITY	CA
504 00008248	SAN BRUNO MOUNTAIN (TOWER 7)	TOWER	DALY CITY	CA
505 00008249	SAN BRUNO MOUNTAIN (TOWER 8)	TOWER	DALY CITY	CA
506 00008250	SAN BRUNO MOUNTAIN (TOWER 9)	TOWER	DALY CITY	CA
507 00008251	SAN BRUNO MOUNTAIN T10	TOWER	DALY CITY	CA
508 00008252	SUNOL RIDGE	TOWER	PLEASANTON	CA
509 00008253	THORNTON CA1	TOWER	GALT	CA

BILL OF SALE

THIS BILL OF SALE is to be effective as of December 31, 2002 by and between ATC LP, Inc., a Delaware corporation ("Seller") and ATC Operating, Inc., a Delaware corporation ("Buyer").

AGREEMENT:

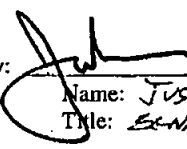
1. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer and its successors and assigns all rights, title and interests it has in or to the communications tower structure(s), shelter(s) and associated personal property located on Exhibit A (the "Personal Property") free and clear of any mortgages, encumbrances and pledges, TO HAVE AND TO HOLD FOREVER.

2. Seller hereby covenants with Buyer that it is the lawful owner of the said Personal Property and that they are free from all encumbrances (except liens for current taxes not yet due and payable) and that Seller will warrant and defend the same against the lawful claims and demands of all persons.

2. The parties hereto hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as the parties hereto may reasonably require to consummate the transactions contemplated hereunder.

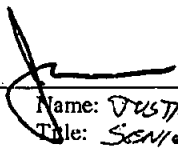
IN WITNESS WHEREOF, each party has caused this Bill of Sale to be duly executed and delivered in its name and on its behalf, as of the date first above written.

ATC LP, Inc.

By: 

Name: JUSTIN D. BENINCASA
Title: SENIOR VICE PRESIDENT

ATC Operating, Inc.

By: 

Name: JUSTIN D. BENINCASA
Title: SENIOR VICE PRESIDENT

SCHEDULE A

PERSONAL PROPERTY

446 00008137	WOODSON, MT #1 T3	TOWER	Ramona	CA
447 00008138	WOODSON, MT #1 T4	TOWER	RAMONA	CA
448 00008149	HAUSER MOUNTAIN, T2	TOWER	Acton	CA
449 00008150	HAUSER MOUNTAIN, T3	TOWER	Acton	CA
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458 00008182	TAMALPAIS, MT, T5	TOWER	Fairfax	CA
459 00008183	TAMALPAIS, MT, T6	TOWER	Fairfax	CA
460 00008184	TAMALPAIS, MT, T7	TOWER	Fairfax	CA
461 00008185	TAMALPAIS, MT, T8	TOWER	Fairfax	CA
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509 00008253	THORNTON CA1	TOWER	GALT	CA

CERTIFICATE OF OWNERSHIP AND MERGER

OF

OMNIAMERICA HOLDINGS CORPORATION
(a Delaware corporation)

COMM SITE INTERNATIONAL, INC.
(a Delaware Corporation)

ATC OPERATING INC.
(a Delaware Corporation)

US SITELEASE, INC.
(a Kansas corporation)

AND

AMERICAN TOWERS, INC.
(a Delaware corporation)

(Pursuant to Section 253 of the General Corporation Law of Delaware)

It is hereby certified that:

1. American Towers, Inc. [hereinafter sometimes referred to as the "Corporation"] is a business corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of the stock of OmniAmerica Holdings Corporation, a business corporation of the State of Delaware, Comm Site International, Inc., a business corporation of the State of Delaware, ATC Operating, Inc., a business corporation of the State of Delaware and US Sitelease, Inc., a business corporation of the State of Kansas.
3. On December 23, 2002, the Board of Directors of the Corporation adopted the following resolutions to merge OmniAmerica Holdings Corporation, Comm Site International, Inc., ATC Operating Inc. and US Sitelease, Inc. into the Corporation:

RESOLVED that OmniAmerica Holdings Corporation, a Delaware corporation ("Omni"), Comm Site International, Inc., a Delaware corporation ("Comm Site"), ATC Operating, Inc., a Delaware corporation ("ATC") and US Sitelease, Inc., a Kansas corporation ("Sitelease") be merged into this Corporation, and that all of the estate, property, rights, privileges, powers and franchises of Omni, Comm Site, ATC and Sitelease be vested in and held and enjoyed by this Corporation as fully and entirely and without change or diminution as the same were before held and enjoyed by each of Omni, Comm Site, ATC and Sitelease in its name.

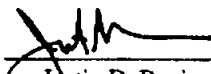
RESOLVED that this Corporation shall assume all of the obligations of Orini, Comm Site, ATC and Sitelease.

RESOLVED that this Corporation shall cause to be executed and filed and/or recorded the documents prescribed by the laws of the State of Delaware and by the laws of any other appropriate jurisdiction and will cause to be performed all necessary acts within the State of Delaware and within any other appropriate jurisdiction.

RESOLVED that the effective date and time of the Certificate of Ownership and Merger setting forth a copy of these resolutions, and the time when the merger therein provided for, shall become effective shall be December 31, 2002 at 11:56 p.m.

Executed on December 23, 2002

AMERICAN TOWERS, INC.

By: 

Name: Justin D. Benincasa

Title: Senior Vice President

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"ATC OPERATING INC.", A DELAWARE CORPORATION,

"COMM SITE INTERNATIONAL, INC.", A DELAWARE CORPORATION,

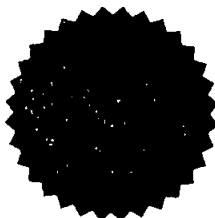
"OMNIAMERICA HOLDINGS CORPORATION", A DELAWARE CORPORATION,

"US SITELEASE, INC.", A KANSAS CORPORATION,

WITH AND INTO "AMERICAN TOWERS, INC." UNDER THE NAME OF "AMERICAN TOWERS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2002, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002, AT 11:56 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2525871 8100M

020791017

AUTHENTICATION: 2170978

DATE: 12-26-02